



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

May 30, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Aqua Laboratories, Inc., (VC#279625), Amesbury, MA, in the amount up to and not to exceed \$564,900.00 for Boiler and Cooling Water Treatment Chemicals and Service, with the option to extend for an additional two-year period, effective upon Governor and Executive Council approval through June 30, 2030.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 3004-25 on April 4, 2025, with responses due on April 23, 2025. This RFB was issued to replace the expiring contract (Contract #8003080) for boiler and cooling water treatment chemicals and service providing service to agencies throughout the State of NH. The RFB reached forty-two (42) vendors through the NIGP with an additional four (4) directly sourced. There were two (2) compliant responses received, with the incumbent contractor Aqua Laboratories, Inc., providing the lowest cost response.

Upon approval, Aqua Laboratories, Inc. will provide boiler and cooling water treatment chemicals and service for all requesting agencies. This contract (Contract 8003676) will provide the water analysis and chemicals to keep the state's boilers and cooling systems operating efficiently by controlling corrosive buildup within the water systems. The contract also includes a provision to provide water treatment technology seminars annually for State of New Hampshire employees at no additional cost.

The contracted pricing for chemicals covered under this contract results in an overall increase of 7.35%, or \$6,397.38 annually, while the contracted pricing for services covered under this contract results in a savings of 25.44%, or \$3,600.00, annually when compared to the expiring contract. This results in a net increase of 2.6%, or \$2,797.38. There is a cost-avoidance

of \$38,901.34 annually when compared to the next lowest bidder. All prices are fixed for the five-year term of the contract.

The price limitation of \$564,900.00 includes an estimated five-year contract spend of \$538,000.00 for the chemicals and service, plus an additional 5%, or \$26,900.00, for balance of product line purchases. Forecasted spend is calculated from actual expenditures for State locations from business intelligence reports for the last three years, providing an accurate estimation of spend.

Contract financials	
Estimated annual spend	\$107,600.00
Estimated 5-year term spend	\$538,000.00
Add allowance for balance of product line (5%)	\$26,900.00
Price limitation	\$564,900.00

Based on the foregoing, I am respectfully recommending approval of the contract with Aqua Laboratories, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Water Treatment Chemicals and Maintenance	Agency	Statewide
RFB#	3004-25	Requisition#	
Agent Name	Steven Burgess	Bid Closing	4/23/2025 1:00 PM

Indicates Award:

Qty.	UOM	Product Description	Aqua Laboratories		Metro Group	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
5	Years	Chemicals	\$4,631.04	\$23,155.20	\$10,774.25	\$53,871.25
5	Years	Scheduled Service	\$0.00	\$0.00	\$2,625.00	\$13,125.00
5	Years	Service Calls	\$14,150.01	\$70,750.05	\$24,387.50	\$121,937.50
Total			\$93,905.25		\$188,933.75	

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	Five (5) Years
Price Limitation	\$564,900.00
Number of Solicitations Received	2
Number of Sourced bidders	42
Number of NIGP Vendors Sourced	4
Number of non-responsive bidders	44
P-37 Checklist Complete	Yes
D&B Report Attached	N/A - Encumbent
Confirmed Vendor is not debarred or suspended (Sam.gov)	N/A - Encumbent
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Special Notes: The price limitation is higher than the total price of the bid summary because the offer sheet uses a pricing formula based on the amount of chemicals required to treat 1000 gallons of public water for six chemicals used under different circumstances. The price limit is based on actual annual usage of these chemicals.	

**FORM NUMBER P-37 (version 2/23/2023)**

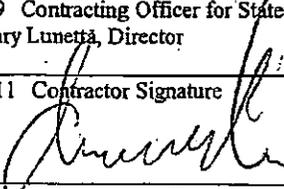
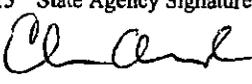
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Aqua Laboratories, Inc.		<b>1.4 Contractor Address</b> 8 Industrial Way, Amesbury, MA, 01913	
<b>1.5 Contractor Phone Number</b> (978) 388-3989	<b>1.6 Account Unit and Class</b> Various	<b>1.7 Completion Date</b> 6/30/2030	<b>1.8 Price Limitation</b> \$564,900.00
<b>1.9 Contracting Officer for State Agency</b> Gary Lunetta, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-2102	
<b>1.11 Contractor Signature</b>  Date: 5/13/25		<b>1.12 Name and Title of Contractor Signatory</b> Thomas Cass - President	
<b>1.13 State Agency Signature</b>  Date: 6.6.25		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: <i>Christen Lavers</i> On: 6/11/25			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

TC  
5/13/25

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

1.1. Aqua Laboratories, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Boiler/Cooling Water Treatment Chemicals and Service in accordance with the bid submission in response to State Request for Bid 3004-25 and as described herein.

### 2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions", (2) EXHIBIT B "Scope of Services", and (3) EXHIBIT C "Method of Payment".

### 3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on July 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2030, a period of approximately five (5) years.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed Seven (7) years.

### 4. SCOPE OF WORK:

4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

4.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

#### 4.3. PRODUCTS/DESCRIPTIONS:

4.3.1. Tower Lay-up

4.3.2. Re-circulated through towers and related piping system at close of season and following circulation of Tower Clean. Corrosive inhibitor. Tower Clean

4.3.3. Re-circulated through towers and related piping system at close of season (cleaning agent)

4.3.4. Reagents

4.3.5. To test steam boiler water chemistry, hot loop, chill loop. Reagents used are potassium iodide, iodate, hardness indicator, powder (10 grams), phenolphthalein indicator, potassium chromate, silver nitrate, hardness buffer, hardness reagent, starch acid, molybdate reagent, total alkalinity indicator, methyl orange indicator, sulfuric acid 0.12 N, ferroin indicator, CAN solution.

4.4. **Section A:** Bidder shall provide complete technical and supervisory service, test kits, test reagents, etc., including services and products as described herein:

4.4.1. Provide a monthly email to all Agency systems for which chemicals are being supplied, for example steam generating systems, re-circulating hot and cold-water systems, cooling towers etc. Monthly visits shall also consist of testing chemistry and comparing results to agency's daily/weekly test results. Provide a report within 24 hours of visit with recommendations.

4.4.2. Respond to an Agency emergency call within a 24-hour period.

4.4.3. Provide Agency with adequate basic start-up procedures.

4.4.4. Assume responsibility for the supervision and oversight of the injection of all chemicals into the steam generating system, via automatic injection equipment, by-pass pumps, etc., to be provided by the Agency.

4.4.5. Provide laboratory analyses of water samples, and scale samples, as required to ensure that the objectives of the water treatment program are achieved. Bidder must have access to a laboratory which has the capability of providing analyses of all elements and compounds associated with steam generation systems.

- 4.4.6. Assume responsibility for taking readings of various chemical concentrations, and for on-the-spot testing of samples, during the regular monthly service call.
- 4.4.7. Issue a written report and sent via email, following each service call, with recommendations and comments, to the Agency's stationary engineer.
- 4.4.8. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
  - 4.4.9. discrepancies identified in the system
  - 4.4.10. recommended corrective actions to be taken to resolve discrepancies
  - 4.4.11. Benefits of taking the corrective action
  - 4.4.12. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc.)
  - 4.4.13. Note: Service report must give sufficient test information (e.g. chloride levels in boiler water, make-up water, feed water and condensate return), so that all parties concerned can easily determine the cycles of concentration, at which each individual boiler is operating, and the % of the feed water, which is made up of condensate return, at time of monthly service call.
  - 4.4.14. Provide Water Treatment Technology Seminars annually for State of New Hampshire employees. The training shall be focused on boiler water treatment and cooling water treatment and shall be at no additional charge to the State. These seminars shall occur annually in the month of May and will be organized between the Contractor and the requesting agency.
- 4.5. **SECTION B: Provide service calls for those agencies/buildings not requiring chemical treatment, upon request, to include, at a minimum:**
  - 4.5.1. Onsite testing of Agency water systems, including hot and cold-water loops, cooling towers, and other related systems to determine need for chemicals. This shall include laboratory analysis of water and scale samples.
  - 4.5.2. Training for on-site staff: educate staff responsible for heating and cooling systems in the need for water treatment and how it may defer or reduce costs of replacement equipment.
  - 4.5.3. Should chemicals be required, Contractor shall provide and inject chemicals as needed, per the contracted price. Following initial chemical injection, should such building require ongoing treatment and testing, it shall be converted to the chemical pricing model as described in Section A of this RFB.
  - 4.5.4. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
    - 4.5.5. discrepancies identified in the system
    - 4.5.6. recommended corrective actions to be taken to resolve discrepancies
    - 4.5.7. Benefits of taking the corrective action
    - 4.5.8. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc.)
    - 4.5.9. All labor rates shall start when Contractor's personnel arrive at the work site and end when Contractor's personnel leave the work site.
    - 4.5.10. Mileage and travel expenses for service calls shall be built into the service call rate in Section B of the Offer Page. No additional mileage or travel expenses may be added to invoices.
- 4.6. **SECTION C: Provide additional testing and services as requested and/or required**
  - 4.6.1. Coupon installation, analysis and corrosion monitoring
  - 4.6.2. Piping system and cooling tower cleanings
  - 4.6.3. Legionella Testing
    - 4.6.4. Additional or emergency service calls as requested and/or required
    - 4.6.5. All labor rates shall start when Contractor's personnel arrive at the work site and end when Contractor's personnel leave the work site.
    - 4.6.6. Mileage and travel expenses for service calls shall be built into the repair/emergency services hourly rate in Section C of the Offer Page. No mileage or travel expenses may be added to invoices.

**5. DELIVERY OF CHEMICALS:**

- 5.1. Deliveries shall be made as specified by the agency in a timely manner and during the normal receiving hours of the agency, unless prior arrangements are made. Products shall be made available in 5-, 15-, 30-, and 55-gallon containers depending on agency's needs.
- 5.2. Where utilized, contractor will be responsible for providing secondary containment tanks for each steam boiler and cooling tower system product. Chemicals will be delivered by the contractor trucks and pumped into the secondary tanks. Empty containers will be removed by the contractor and not left onsite. Pouring of 5-gallon pails into the secondary containment tanks as a standard delivery method is not allowed.

**6. COMMERCIAL REQUIREMENTS:**

- 6.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 6.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 6.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 6.4. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 6.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 6.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 6.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 6.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 6.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**7. USAGE REPORTING:**

- 7.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:
  - 7.1.1. Contract Number
  - 7.1.2. Utilizing Agency and Eligible Participant
  - 7.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
  - 7.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - 7.1.4.1. Percentage of recycled materials contained within finished products
    - 7.1.4.2. Percentage of waste recycled throughout the manufacturing process
    - 7.1.4.3. Types and volume of packaging used for transport
    - 7.1.4.4. Any associated material avoided and/or recycled as applicable under contract
    - 7.1.4.5. A standardized reporting form will be provided after contract award
  - 7.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
  - 7.1.6. Preferred in Excel format

**8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

- 8.1. The Contractor shall provide all boiler/cooling water treatment chemicals and service strictly pursuant to, and in conformity with, the specifications described in State RFB 3004-25, as described herein, and under the terms of this Contract.
- 8.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 8.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 8.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 8.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 8.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

- 9.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**10. CONFIDENTIALITY & CRIMINAL RECORD:**

- 10.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C - METHOD OF PAYMENT**

**11. CONTRACT PRICE:**

11.1. The Contractor hereby agrees to provide boiler/cooling water treatment chemicals and service in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$564,900.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**12. PRICING STRUCTURE:**

<b>Section A</b>			
PRODUCT	CONTRACTOR/MFR PRODUCT NAME	PRICE PER	UNIT
100% propylene glycol	Safe T Therm	\$20.00	Gal
Lonza Dantoin BCDMH RW Tablets 1-Bromo-3-Chloro-5, 5-Diamathylhydantoin 97% Inert ingredients 2.3%	Bromicide Tablets	\$200.00	Bucket
Solid Phosphate Tablets		\$190.50	Case
Tower Lay-up	Layup Inhibitor	\$17.25	Gal
Tower Clean	Guardian Cleanout 2	\$9.95	Gal
Total bacteria dipslides		\$0.00	Box (10 per box)
Reagents - various		\$0.00	60 ml in size
Boiler Products:			
Offer Sheet Part 1 Q1	Guardian 3019NA	\$15.25	Gal
Offer Sheet Part 1 Q2	Liquid Deoxit	\$9.41	Gal
Offer Sheet Part 1 Q3	Aquamine 2	\$21.76	Gal
Tower Products:			
Offer Sheet Part 1 Q 5	Guardian 8087XT	\$43.68	Gal
Offer Sheet Part 1 Q 6	Aquacide 2	\$22.99	Gal
Offer Sheet Part 1 Q 7	Aquacide 4015	\$30.91	Gal
<b>SECTION B</b>			
Scheduled Service call to perform testing, training, advising		\$0.001	Per Call
<b>SECTION C</b>			
Coupon installation, analysis and corrosion monitoring		\$0.001	Per System
Piping system and cooling tower cleanings		\$375.00	Per Tower
Legionella Testing		\$160.00	Per System
Monday through Friday 7:00 AM to 4:00 PM		\$0.00	Per Hour/Per Person
Monday through Friday 4:01 PM to 6:59 AM		\$0.00	Per Hour/Per Person
Saturday Work		\$75.00	Per Hour/Per Person
Sunday or Holiday (Holidays shall be based on State designated holidays)		\$75.00	Per Hour/Per Person

**13. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

13.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**14. INVOICE:**

14.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

14.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

14.3. The invoice shall be sent to the address of the using agency under agreement.

**15. PAYMENT:**

15.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

# State of New Hampshire

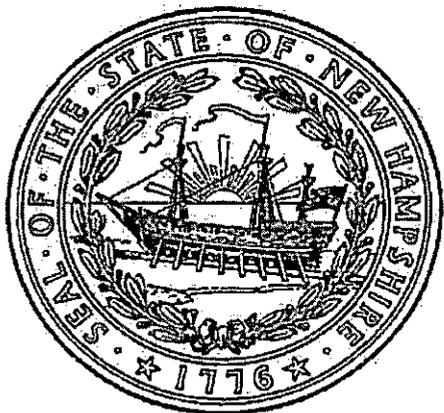
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AQUA LABORATORIES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 29, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 648773

Certificate Number: 0007151518



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Meredith Callanan, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Aqua Laboratories, Inc. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on May 8, 2025  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Thomas Cass - President (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Aqua Laboratories, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. I further certify that it  
is understood that the State of New Hampshire will rely on this certificate as evidence that the  
person(s) listed above currently occupy the position(s) indicated and that they have full authority  
to bind the corporation. To the extent that there are any limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 5/13/25

ATTEST: Meredith Callanan, Officer  
*(Name & Title)*



**THERESA M STEELE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 13, 2030

*Theresa M Steele*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGowan Insurance Group 355 Indiana Avenue Suite 200 Indianapolis IN 46204	<b>CONTACT NAME:</b> Chad Smith <b>PHONE (A/C, No, Ext):</b> (317) 464-5000 <b>E-MAIL ADDRESS:</b> chads@mcgowaninsgrp.com	<b>FAX (A/C, No):</b> (317) 464-5001	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Aqua Laboratories, Inc. 8 Industrial Way Amesbury MA 01913	<b>INSURER A:</b> Nautilus Insurance Company		17370
	<b>INSURER B:</b> Cincinnati Indemnity Company		23280
	<b>INSURER C:</b> Travelers - WC Assigned Risk		19046
	<b>INSURER D:</b> Certain Underwriters		15792
	<b>INSURER E:</b> Maine Employers Mutual Insurance Co		11149
	<b>INSURER F:</b> Mount Vernon Fire Insurance Company		26522

**COVERAGES**                      **CERTIFICATE NUMBER:** 25 Liability                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GSP2046433-10	03/22/2025	03/22/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractors Pollution						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> OTHER: Third Party Pollution						Poll, Prof & 3rd Pollution \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			EBA 0571598	03/22/2025	03/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			FFX204643410	03/22/2025	03/22/2026	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C/E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			OW914096/ 1810129152	03/22/2025	03/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F/D	Employment Practices			ELP2560536/ESK0239442586	03/22/2025	03/22/2026	EPL \$1,000,000
	Cyber Liability						Cyber \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following applies when required by written contract or agreement: General Liability Additional Insured including Ongoing Operations, Additional Insured including Completed Operations. Primary and Non-Contributory and Waiver of Subrogation. Auto Liability Additional Insured, Primary & Non-Contributory, and Waiver of Subrogation. Umbrella Liability follows form over General Liability, Pollution Liability, Professional Liability, Auto Liability, and Employers Liability. Crime Policy- Travelers Insurance Co., 03/22/2025 to 03/22/2026, Policy #107085849, Limit \$1,000,000. limit for Employee Dishonesty

**CERTIFICATE HOLDER**

State of New Hampshire Administrative Services  
 Bureau of Purchase & Property  
 25 Capitol Street, Room 102  
 Concord NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
